IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.342 OF 2005

V. Rajamani ....Petitioner
V/s.
Castrol India Ltd. ....Respondent

Ms.Sonal Bakshi i/b Mr.Anup Kumar Bakshi for the Petitioner.

Mr.Dalal i/b M/s.Dalal & Co. for the Respondent.

CORAM : S.J. VAZIFDAR, J.
DATED : 3RD FEBRUARY, 2006.

P.C. :

1. The claim of the Petitioner is under an appointment letter dated 17.2.1984. One of the clauses relates to pension. It provides that the Petitioner had become a member of indrol lubricants and specialties limited staff pension fund and shall be governed by the rules and regulations thereof.

2. The Petitioner's services were terminated by a letter dated 10.4.2002. According to the Company, the termination was under clause 1-a which entitled the Company to terminate the services in the event of the Petitioner committing misconduct or breach of any of the terms of the agreement or general disciplinary rules or damaging the reputation of the company or

putting the company to any monetary loss.

3. A letter of termination dated 10.4.2002 granted him three months' notice pay in lieu of the termination which the Company was not bound to do in the event of the termination for the aforesaid reason. Prima-facie, therefore it is possible to contend that the termination was only as a result of the Company being wound up or closing down its business or any part or department thereof. In such event the notice is bound to be given. The companies case is that as a matter of grace and at the request of the Petitioner, the letter of termination did not mention the alleged misconduct. It is not necessary to go in the particulars of the misconduct. Suffice it to state that the companies case cannot be discounted totally as admittedly even clause (d) relied upon by the Petitioner does not come to the Petitioner' assistance. Admittedly, the Company was not wound up ; admittedly the Company had not closed its business or any department thereof. The matter therefore in this regard would require evidence.

4. Mr.Dalal, the learned counsel appearing on behalf of the Respondent in any event makes a statement that the amounts due towards the pension as per the

letter dated 19.4.1985 have been deposited with the said staff pension fund upto the date of termination i.e. 10.4.2002. Mr.Dalal further makes a statement on behalf of the Company that the company has no objection to the trustees paying the said amount. The statements are accepted. This order however ought not to be construed as directing the trustees to make payment. It would be for the trustees to act in accordance with law.

5. There is nothing on record to suggest that the Company is liable for the pension on the part of the trustees to make payment. This itself in any event would be bona-fide dispute.

6. In the circumstances, the Petition is dismissed. The above statements made on behalf of the company are accepted. Liberty to the Petitioner to approach the trustees for disbursement of the amount. It is hoped that the trustees would respond expeditiously to any application that may be made by the Petitioner.